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Contract Database Metadata Elements

Title: **East Quogue Union Free School District and East Quogue Union Free School Custodial, Grounds and Maintenance Unit, United Public Service Employees Union (UPSEU) (2009)**

Employer Name: **East Quogue Union Free School District**

Union: **East Quogue Union Free School Custodial, Grounds and Maintenance Unit, United Public Service Employees Union (UPSEU)**

Local:

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

EAST QUOGUE UNION FREE SCHOOL DISTRICT

AND THE

UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2009 through June 30, 2012

PREAMBLE

AGREEMENT, between the undersigned. EAST QUOGUE UNION FREE SCHOOL DISTRICT (hereinafter termed the “District”), 6 Central Avenue, New York, 11942 and the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779 (hereinafter called the “Union” or “UPSEU”); wherein it is mutually agreed as follows:

ARTICLE I Recognition

The East Quogue Union Free School District recognizes UPSEU as the sole and exclusive collective and negotiating representative for all full-time and part-time custodial, grounds and maintenance employees, excluding the maintenance crew leader and all other employees.

ARTICLE II Payroll Deductions

- A. The District will deduct from wages, dues as designated by the Union for membership in the Union on the basis of individually signed voluntary deduction authorization cards in form agreed to by the District and the Union every pay period and forwarded to the Treasurer of the Union by the second payroll of the month.
- B. Deduction from an employee’s wages shall be in accordance with the date stamped on the Dues Deduction Card. Authorization for deduction of dues from wages shall remain in effect as long as the building and grounds employee is employed by the District, and unless canceled in writing by the building and grounds employee notifying the Business Office and the Union of said discontinuance.

- C. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- D. Agency Fees
 - 1. The Board of Education does hereby agree that no later than fifteen (15) days after the effective date of this Agreement each employee will pay to the collective bargaining agent every pay period a service charge toward the administration of the Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular monthly and usual monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted.
 - 2. The Union will comply with all statutory requirements regarding Agency Fee.
- E. The Union shall indemnify and save the School District harmless against any and all claims, demands, suits and other forms of liability that shall arise of, or by reason of, action taken or not by the School District for the purpose of complying with any list, notice, or assignment furnished under any provision of such.

ARTICLE III
Employment and Probation

An internal probationary period for all new employees shall be one hundred twenty (120) days. Notwithstanding completion of above, unit members who are to be disciplined and/or removed shall be entitled to hearing rights only to the extent that they may be entitled to same pursuant to Civil Service Law.

ARTICLE IV
Promotions

All job and shift openings shall be posted and all employees shall have the opportunity to bid on same. All promotional positions will be posted for no less than five (5) work days. Seniority will be a consideration. However, the District reserves the right to make a final determination.

ARTICLE V
Work Week/Work Year

- A. The workday shall be eight (8) hours for the day shift(s) and seven hours and forty-five (45) minutes for the night shift(s). This workday is inclusive of thirty (30) minutes for lunch/supper and one (1) fifteen (15) minute break. The 15-minute break may be added to the lunch/supper break with the supervisor's approval. Summer/Recess Periods - All employees (day and night shifts) shall work seven (7) hours and forty-five (45) minutes on the day shift schedule set by the District.
- B. The work year shall be twelve (12) months.

ARTICLE VI
Leave Provisions

A. Sick Leave

All employees covered under this Agreement shall be entitled to leave for personal illness. Medical proof for absence must be submitted after absence of three (3) or more days when requested by the Superintendent of Schools or his/her designee. In all cases a written report on Form P-2, "Explanation of Absence Form" must be filed in the District office.

Employees shall receive twelve (12) sick leave days per year, earned at the rate of one (1) sick day per month. Unused sick days may be accumulated up to a maximum of sixty (60) days.

In the event of absence, all personnel shall contact the Maintenance Crew Leader as soon as possible but no later than two (2) hours prior to normal reporting time. Failure to comply with the above may be considered an illegal absence resulting in a loss of pay.

B. Personal Leave

A maximum of three (3) days per year may be granted for personal absences.

Absence for personal reasons shall be defined as absences for business which could not be conducted at any other time. Said absences include, but are not limited to, house closings, IRS audits, personal and/or family emergencies.

Employees shall complete a Personal Leave form and file it with the Maintenance

Crew Leader five (5) days in advance of the absence, whenever possible. All

personal leave requests require prior supervisory approval. Unused personal days shall be converted to sick days

C. Bereavement Leave

Upon the death of a member of the immediate family or any relative permanently residing in the member's home, the member may take leave for up to five (5) work days. For purposes of this provision, the immediate family shall be defined as the member's spouse, mother, father, brother, sister, mother-in-law, father-in-law, child, grandchild, grandparent. Request for further leaves may be granted by the Superintendent.

ARTICLE VII

Holidays

New Year's Eve (2010 – 2011)
New Year's Day
Martin Luther King Day
President's Day
Good Friday (only if school is not in session)
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day (when it falls during the week)
Thanksgiving Day and the Friday following Thanksgiving
Christmas Eve (2009 – 2010)
Christmas Day

ARTICLE VIII

Vacations

Employees are entitled to ten (10) vacation days annually after first year of employment. Vacation days are pro-rated for first year of employment depending upon starting date and posted on July 1 thereafter. An employee must have worked one (1) year from date of hire before pro-rated vacation days may be used. Vacations must be approved by the Maintenance Crew Leader, and must be taken during July and August or during any recess periods. Vacation days must be used and cannot be carried over to next year.

After five (5) full years of service, one (1) additional vacation day shall be earned for each additional year the member is employed. A maximum of five (5) additional days can be earned after ten (10) years of service.

ARTICLE IX Salary

The salary for employees shall be as set forth in Appendix "A" hereto.

ARTICLE X Overtime

- A. The District does not guarantee that there will be overtime. All overtime shall be rotated according to classification and present practice, provided the needs of the District are met.
- B. Should an employee be called in for an emergency, he/she shall be guaranteed two (2) hours of overtime. If called in for the alarm, the employee shall be paid \$60.00.
- C. Employees who are called in for overtime on Sunday will be compensated at an hourly rate of double time their hourly rate.

ARTICLE XI Insurances

- A. Health Insurance
 - 1. Employees shall be provided with 90% of premium cost of individual/family health insurance coverage provided by the East End Health Consortium.
 - 2. If an employee declines health insurance, the District will pay the disclaimer 40% of the yearly premium of either family or individual coverage, whichever is

applicable to the individual declining the insurance. The employee will be entitled to receive this sum each year that he/she elects to continue the waiver.

The sum will be automatically increased each year by the same percentage of any increase in health insurance premiums. If a member wishes to become included under the District health insurance coverage, he/she may do so upon giving written notice. If the insurance carrier requires a time period regarding coverage, that shall be considered timely notice; in no case shall the waiting period be more than 30 days. This option is not available to members unless they are covered by another insurance plan.

3. In the even that the District wishes to change health insurance plans, the plan offered shall be comparable.

B. Dental Insurance

Employees shall be provided with the District's Dental Plan at no cost.

C. Life Insurance

Unit members shall be provided term life insurance in the amount of \$10,000. The insurance shall be obtained by the Association on behalf of the unit members. The District will contribute nine (\$9.00) dollars per month toward this coverage and bear any increased cost to maintain said coverage.

D. Longevity

After five (5) years of service - \$500.00

After ten (10) years of service - \$800.00

After fifteen (15) years of service - \$1200.00

These longevities are not cumulative.

E. Disability

The District shall provide disability insurance to employees at no cost.

F. Flex Benefit Plan

A Flex Benefit Plan (IRS – 125) shall be available to all members.

ARTICLE XII
Retirement

The District agrees to cover all employees covered by this Agreement in the District's pension plan.

ARTICLE XIII
Uniforms

A. The District shall provide a dollar amount of \$275 per employee which the District will use for the purchase of uniform items included but not limited to shirts and pants. The District reserves the right to require that presentable shirts and pants as defined by district standards be maintained by all employees.

B. No employee will be permitted to wear this uniform except in the performance of school duties.

C. Employees are required to wear uniforms, if provided by the District.

ARTICLE XIX
Grievance Procedure

Step 1: Any grievance under this Agreement between the employee or employees and the District shall be submitted in writing to the employee's immediate supervisor and shall be answered in writing within five(5) working days of its submission.

Step 2: In the event the grievance has not been satisfactorily resolved at Step 1, the Union

may, with five (5) working days from the date of receipt of the written answer, take up such grievance with the Superintendent of Schools who shall answer said grievance within five (5) working days after its presentation.

Step 3: In the event the grievance has not been satisfactorily resolved at Step 2, a Union representative will file the grievance with the Board of Education. The Board of Education shall make a final and binding determination on the grievance.

ARTICLE XX Subcontracting

The District shall have the right to subcontract under the following circumstances:

1. Major projects and major construction,
2. Emergency service requiring additional personnel beyond the existing work force.
3. Excessive absences and inability to obtain substitutes.

The District's summer work force, which includes non-unit members, shall remain as per practice. Subcontracted work shall not cause unit members to lose overtime.

ARTICLE XXI Part-Time Employees

The part-time custodial aide shall be paid \$14.70 per hour effective July 1, 2006; \$15.15 effective July 1, 2007; and \$15.60 effective July 1, 2008. All other benefits shall be as per present Benefits Package. The work day and year shall be as past practice. Unless set forth in Benefit Package, he/she shall have no entitlement to any negotiated benefit in this Agreement, except for uniforms. Beginning in the 2009 – 2010 school year, the annual percentage increase will be equal to the percentage wage increase for full-time employees.

ARTICLE XXII
Management Rights

The District is charged by law to have in all respects, the superintendence, management and control of the District, subject to the provisions of this Agreement. Except as expressly set forth herein, no provision of this Agreement is intended, nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the Education Law of the State of New York or any other law or rule or regulation having the force or effect of law.

ARTICLE XXIII
General Clauses

- A. Union Activities
Employees shall not engage in Union activities during their normal working hours.
- B. Proper Attire
All custodians, groundskeepers, cleaners and maintainers will report to work and as neat as possible.
- C. Tardiness/Leaving Early
All employees who report to work late or who leave work before the scheduled end of the shift may be docked accordingly by the quarter hour.
- D. No Strike Clause
During the term of Agreement there shall be no stoppage of work, lockout or strike.
- E. Sanitary Arrangements
The District agrees to supply soap, paper towels and washing facilities for all its employees and further agrees to provide a secure room, where possible, for storage of employees' personal clothing.
- F. First Aid
The District agrees to have a complete first aid kit in the school building.
- G. Union Meeting
The District may, upon formal application, provide space within the school for Union meetings at a time which will cause no disruption to District operations. The Union shall follow procedure to request approval for space.

- H. Visitation
The Union, through its representatives, shall have the right to visit the working areas of the schools in the District where employees covered by the Agreement are assigned during normal working hours of such employees. However, there shall be no interruption of service. The Maintenance Crew Leader shall be notified.
- I. Bulletin Boards
The District shall provide bulletin board space in custodial room.
- J. Shop Stewards
The Union shall forward the name(s) of the Shop Steward(s) to the School Business Administrator and shall advise him/her of any changes.

ARTICLE XXIV
Term of Agreement

The term of this Agreement shall be three (3) years commencing July 1, 2009 through June 30, 2012. The parties agree to meet on or about February 3, 2012 to commence negotiations for the terms and conditions of the Contract to be effective July 1, 2012.

ARTICLE XXV
Taylor Law

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI
Miscellaneous

- A. Any by-law and rule and regulation not affected by the Articles negotiated in this Contract shall be considered to be acceptable and shall be approved for the duration of the Contract.

B. If any provision of this Agreement, or any application thereto, shall be contrary to law then such provision or application shall not be deemed valid and binding except to the extent permitted by law but all other provisions or application shall continue in full force and effect.

THIS AGREEMENT is made and entered into this 30th day of June, 2009, by and between the EAST QUOGUE UNION FREE SCHOOL DISTRICT and UNITED PUBLIC SERVICE EMPLOYEES UNION.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and sealed.

EAST QUOGUE UNION FREE
SCHOOL DISTRICT

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By _____
Board of Education President

By _____

By _____
Superintendent of Schools

APPENDIX A

Salary

	<u>2009 – 2010</u>	<u>20010 – 2011</u>	<u>2011 - 2012</u>
Maintenance Mechanic I	\$39,145	\$40,221	\$41,428
Custodial Worker II	*35,409	*36,338	*37,380
Custodial Worker I	33,809	34,738	35,780

*Based on the Custodial I salary plus \$1600 stipend.

(Entry Level for Custodial Worker shall be One Thousand (\$1,000) less than existing Custodial Worker and shall be increased by Five Hundred (\$500) dollars after six months and an additional Five Hundred (\$500) after one year of completed service).

APPENDIX B

Employee Job Descriptions